

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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ARMANDO ACEVEDO CRUZ, *individually*
and on behalf of others similarly situated,

Plaintiff,

-against-

21 **CIVIL** 3261 (AT)

JUDGMENT

SUZUKI HOSPITALITY GROUP LLC
(D/B/A SUZUKI, SATSUKI, AND THREE
PILLARS), YUTA SUZUKI, and OYOKATA
TOSHIO SUZUKI

Defendants.

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Whereas Pursuant to Rule 68 of the Federal Rules of Civil Procedure (“Rule 68”), Defendants Suzuki Hospitality Group LLC (d/b/a Suzuki, Satsuki, and Three Pillars), Yuta Suzuki and Oyokata Suzuki (collectively, “Defendants”) made an offer of judgment in favor of Plaintiff Armando Acevedo Cruz (“Plaintiff”), individually and on behalf of those similarly situated, and against the Defendants in the amount of Eighteen Thousand Dollars and Zero Cents (\$18,000.00), with a first payment of Ten Thousand Eight Hundred Dollars and Zero Cents (\$10,800) payable in one single payment within thirty (30) days of the entry of judgment (the “Initial Payment”), and 7 regular monthly installment payments of One Thousand Dollars and Zero Cents (\$1,000), commencing on the fifteenth calendar of the first month after the Initial Payment, with a final payment of \$200.00 payable on the fifteenth calendar day of the eighth month following the Initial Payment, for a total payment of \$7,200.00.

This offer of judgment is inclusive of costs and reasonable attorney’s fees incurred as of the date of this offer, in complete satisfaction of all claims against Defendants alleged in Plaintiffs’ Complaint. This offer of judgment is made solely for the purposes intended by Rule 68, and evidence of this offer is not admissible except in a proceeding to determine costs. Neither this offer, nor any judgment that may result from this offer, may be construed either as an admission: (i) that Defendants are liable in this or any action; (ii) that any allegations of the Complaint are true; or (iii) that Plaintiffs have suffered any

damage, or are in any way entitled to recovery of any sums inclusive of costs and/or attorney's fees. On November 19, 2021, Plaintiff having confirmed acceptance of Defendants offer of judgment, and the matter having come before the Honorable Analisa Torres, United States District Judge, and the Court, on November 23, 2021, having rendered its Order directing the Clerk of Court to enter judgment in this matter consistent with the accepted offer of judgment, it is,

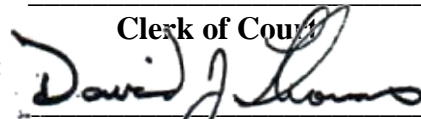
ORDERED, ADJUDGED, AND DECREED, That for the reasons stated in the Court's Order dated November 23, 2021, Plaintiff Armando Acevedo Cruz ("Plaintiff"), individually and on behalf of those similarly situated, has judgment as against the Defendants Suzuki Hospitality Group LLC (d/b/a Suzuki, Satsuki, and Three Pillars), Yuta Suzuki and Oyokata Suzuki, in the amount of Eighteen Thousand Dollars and Zero Cents (\$18,000.00), with a first payment of Ten Thousand Eight Hundred Dollars and Zero Cents (\$10,800) payable in one single payment within thirty (30) days of the entry of judgment (the "Initial Payment"), and 7 regular monthly installment payments of One Thousand Dollars and Zero Cents (\$1,000), commencing on the fifteenth calendar of the first month after the Initial Payment, with a final payment of \$200.00 payable on the fifteenth calendar day of the eighth month following the Initial Payment, for a total payment of \$7,200.00; accordingly, the case is closed.

Dated: New York, New York
November 23, 2021

RUBY J. KRAJICK

Clerk of Court

BY:


Deputy Clerk